

File No. 100814

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Sub-Committee: BUDGET AND FINANCE

Date: July 21, 2010

BOARD OF SUPERVISORS MEETING

Date: _____

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OTHER

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Completed by: Andrea S. Ausberry

Date Friday, July 16, 2010

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Amendment to Treasure Island Development Authority Contract with AMEC Geomatrix, Inc. -
2 Not to Exceed \$1,799,000]

3 **Resolution approving an amendment to the contract between the Treasure Island**
4 **Development Authority and AMEC Geomatrix, Inc. to extend the term through June 30,**
5 **2011, and to increase the contract by an amount not to exceed \$180,000 for a new total**
6 **amount not to exceed \$1,799,000 for environmental consulting services.**

7
8 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
9 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
10 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
11 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
12 conversion of former Naval Station Treasure Island (the "Base") for the public interest,
13 convenience, welfare and common benefit of the inhabitants of the City and County of San
14 Francisco; and,

15 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
16 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
17 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Authority
18 as a redevelopment agency under California redevelopment law with authority over the Base
19 upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the
20 Base which are subject to the Tidelands Trust, vested in the Authority the authority to
21 administer the public trust for commerce, navigation and fisheries as to such property; and,

22 WHEREAS, AMEC Geomatrix, Inc. ("Contractor") was selected by the City's
23 Department of Public Works ("DPW") as an "as-needed" contractor to provide environmental
24 review and remediation activities based on a public Request for Proposals process; and,
25

1 WHEREAS, Contractor performed services under a contract with DPW for several
2 agencies and locations, including Treasure Island; and,

3 WHEREAS, On February 12, 2003, because of Contractor's knowledge of the Navy's
4 environmental remediation program at the Base, the Authority authorized the Executive
5 Director to execute a new contract with Contractor for an amount not to exceed \$541,000 to
6 (a) assist the Authority in drafting a Request for Qualifications for a guaranteed fixed price
7 contractor (the "GFP Contractor") to perform environmental remediation services, (b) assist
8 the Authority in evaluating bids and negotiating a remediation contract with the GFP
9 Contractor, (c) participate in the negotiations with the Navy for an Environmental Services
10 Cooperative Agreement in connection with an Early Transfer of the Base, and (d) monitor the
11 Navy's on-going environmental remediation program; and,

12 WHEREAS, On June 9, 2004, the Authority extended the term of the contract with
13 Contractor for an additional two (2) months; and,

14 WHEREAS, On December 8, 2004, the Authority retroactively extended the term of the
15 contract through June 30, 2005 and increased the not-to-exceed amount of the contract to
16 \$719,000; and,

17 WHEREAS, On July 13, 2005, the Authority retroactively extended the term of the
18 contract through June 30, 2006 and increased the not-to-exceed amount of the contract to
19 \$899,000; and,

20 WHEREAS, On May 31, 2006, the Authority extended the term of the contract through
21 June 30, 2007 and increased the not-to-exceed amount of the contract to \$1,079,000; and,

22 WHEREAS, On May 9, 2007, the Authority, with Board of Supervisors approval,
23 extended the term of the contract through June 30, 2008 and increased the not-to-exceed
24 amount of the contract to \$1,259,000; and,
25

1 WHEREAS, On July 16, 2008, the Authority, with Board of Supervisors approval,
2 extended the term of the contract through June 30, 2009 and increased the not-to-exceed
3 amount of the contract to \$1,439,000; and,

4 WHEREAS, On May 13, 2009, the Authority, with Board of Supervisors approval,
5 extended the term of the contract through June 30, 2010 and increased the not-to-exceed
6 amount of the contract to \$1,619,000; and,

7 WHEREAS, The Authority believes that the on-going role of Contractor is important
8 and merits amendment of the existing contract in order to (a) maintain the continuity of
9 oversight of the Navy's environmental remediation program at a time when the Navy has
10 budgeted significant funds in the coming fiscal year, (b) avoid the potential challenges
11 associated with the learning curve inherent in selecting and bringing a new engineering
12 contractor up to speed, and (c) continue to assist the Authority in property transfer and master
13 developer negotiations to protect the Authority's interests and to support redevelopment plans
14 for the Base; and,

15 WHEREAS, The Authority desires to amend the contract with Contractor to extend the
16 term through June 30, 2011, and increase the not-to-exceed amount to \$1,799,000,
17 consistent with the Authority's need for on-going monitoring of the Navy's environmental
18 cleanup program; and,

19 WHEREAS, On June 9, 2010 at a properly noticed meeting, the Authority Board of
20 Directors approved and authorized the Treasure Island Redevelopment Project Director to
21 execute the eighth amendment to the contract with Contractor to extend the term thereof
22 through June 30, 2011, and to increase the not-to-exceed amount of the contract to
23 \$1,799,000, subject to Board of Supervisors approval; and,

24 WHEREAS, The Authority's organizational documents require Board of Supervisors
25 approval of any contract that the Authority enters into prior to the adoption of a redevelopment

1 plan for the Base if the value of the contract is worth more than \$1,000,000 or has a term of
2 ten years or more; and,

3 WHEREAS, The contract, as amended, is a contract for an amount in excess of
4 \$1,000,000; now, therefore, be it

5 RESOLVED, That the San Francisco Board of Supervisors hereby approves the eighth
6 amendment to the contract with Contractor in substantially the form filed with the Clerk of the
7 Board in File No. 100814, together with any additions, amendments or other
8 modifications to such amendment (including, without limitation, its exhibits) that the Treasure
9 Island Redevelopment Project Director or his designee determines, in consultation with the
10 City Attorney, are in the best interests of the Authority and do not otherwise materially
11 increase the obligations or liabilities of the Authority, and are necessary or advisable to
12 effectuate the purpose and intent of this resolution.

13
14 **RECOMMENDED:**

15 TREASURE ISLAND DEVELOPMENT AUTHORITY

16
17 By:


18 _____
19 Jack Sylvan
20 Treasure Island Redevelopment Project Director
21
22
23
24
25

**Treasure Island Development Authority
City and County of San Francisco**

Resolution Authorizing an Amendment to the Contract with AMEC Geomatrix, Inc. to Extend the Term Through June 30, 2011 and Increase the Contract by an Amount of \$180,000 for a Not to Exceed Amount of \$1,799,000 for Environmental Consulting Services

SUMMARY OF PROPOSED ACTION

Authorizing an Eighth Amendment to the contract with Geomatrix Consultants, Inc. extending the term of the contract for an additional twelve months and increasing the budget by \$180,000 for an additional year of Task A and Task B scope of services.

BACKGROUND

AMEC Geomatrix, Inc. ("Contractor") was initially selected by the Department of Public Works (DPW) through a public Request for Proposals process as part of a pool of "as needed" consultants to provide environmental review and remediation activities. On February 12, 2003, the Authority authorized execution of a contract for a not-to-exceed amount of \$541,000 to provide technical services related to monitoring the Navy's environmental remediation activities at Treasure Island. The contract was first amended in June 2004 to extend the term through August 31, 2004. Between 2004 and 2009 the Authority approved Second, Third, Fourth, Fifth, Sixth and Seventh contract amendments extending the term through June 30, 2010 and augmenting the budget consistent with additional years of scope to a total not-to-exceed amount of \$1,619,000.

At a February 22, 2006 meeting staff requested direction from the Authority Board regarding the need for the environmental engineering services, currently provided by Contractor, going forward. Staff indicated that there were two primary options for contracting for the necessary services: (1) to rely on the prior competitive solicitation in which Contractor was selected and amend the existing contract, understanding that this would require approval of the contract from the Board of Supervisors who are required to approve the Authority contracts of more than \$1,000,000; or (2) initiate a re-bid of the contract process by issuing a Request for Proposals and engaging in a new competitive solicitation process. The Authority Board directed staff to continue to contract with Contractor based on the following factors:

- The importance of maintaining continuity of oversight of the Navy's environmental program;
- A high level of satisfaction with the services being provided by Contractor and the established relationships Contractor has with the Navy and local, state and federal regulatory agencies;

- The potential problems associated with the learning curve that would be inherent with bringing a new engineering team up to speed; and,
- The understanding that there will be a more logical point at a later stage of the project in which to engage in a subsequent competitive selection process for continued environmental engineering services.

The Seventh Amendment to the contract was approved by the Authority Board on April 8, 2009 and the Board of Supervisors on May 13, 2009 based on these same factors, which will also remain the same for the upcoming FY 2010-2011.

Scope of Services

The scope of work for the Contractor contract consists of (i) oversight of the Navy's remediation program, and (ii) assisting the Authority in property transfer negotiations with the Navy and to represent and protect the Authority's interest in Disposition and Development Agreement (DDA) negotiations with TICD to support the redevelopment plans. The two primary components of the Contractor's scope of work are summarized below.

Task A. Oversight of Navy Clean-up Program. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to ensure that the Navy achieves the appropriate clean-up levels for planned civilian use. The Contractor's scope of work regarding this process is as follows:

- Attend and prepare information for monthly technical meetings that are held to review the status of on-going tasks and identify outstanding issues.
- Attend and prepare information for additional technical meetings to address significant issues identified at the monthly meeting.
- Attend and prepare materials for other supplemental meetings associated with risk communication and technical presentations to the Authority's management, regulators, and tenants.
- Review Navy work plans and reports which document their approach, confirm agreements between interested parties, and comply with regulatory requirements.
- At the Authority's request, oversee the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

Task B. Assistance with Property Transfer and Master Developer Negotiations. The Authority has been in on-going discussions with the Navy in pursuit of property transfer for former NSTI. Initially, the Authority intended to enter directly into a Guaranteed Fixed Price contract (GFP) to perform environmental remediation services associated with an Early Transfer agreement. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under the GFP. On June 13, 2007, the Authority terminated the contract with CH2M Hill with the expectation that TICD would hire an environmental engineering firm to perform environmental remediation services associated with an Early Transfer agreement.

Under an Early Transfer, the Navy would not have fully completed the remediation of the property as required by the regulatory agencies, and the Authority would have been required to complete the required remaining environmental response or corrective actions as required by Federal and State regulators. As described above, it was anticipated TICD would perform this work on the Authority's behalf as part of its obligations under the final DDA.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. The Navy has already issued a FOST for a large portion (approximately 170 acres) of the property and has stated they intend to issue a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands by mid- 2011.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the redevelopment activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

Service performed by Contractor under Task B will be similar to those previously envisioned, and will include peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in both its negotiations with the Navy and TICD. Contractor's remaining scope of work for Task B consists of the following:

- Provide technical support to the Authority throughout the property transfer process with the Navy, and DDA negotiations with TICD, including peer review of documents and work products prepared by the Navy, TICD and their respective environmental consultants. Within this context, Contractor will review technical documents related to the transfer

documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer.

- Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.

PROPOSED CONTRACT AMENDMENT

Scope of Services and Budget. The scope of work will continue to consist of two distinct tasks and this amendment modifies the budget for both Tasks A and Tasks B, and slightly modifies the scope of services for Task B, as described above. The property transfer and environmental remediation negotiations with the Navy have taken longer than initially projected and the Contractor's scope of work remains on-going. As a result, the proposed amendment extends the time period under which Contractor's services will be performed, thereby increasing the budget amount necessary for Contractor to perform Task A and Task B services. Approximately \$6,667 per month (or \$80,000 per year) is necessary for Contractor to perform its Task A services and approximately \$8,333 per month (or \$100,000 per year) is necessary for Contractor to perform its Task B activities. This additional \$180,000 increases the total Task A budget to \$1,348,900 and the total Task B budget to \$450,100 for a total not-to-exceed amount of \$1,799,000. The contract will continue to be paid on a time and materials basis.

Term. The term of the amended contract will be extended through June 30, 2011.

Funds. The proposed modification increases the contract budget by \$180,000. These funds have been included in the redevelopment planning portion of the Authority's FY 2010-2011 budget. The entire amount of the \$180,000 contract budget increase will be reimbursed by the prospective master developer, TICD, under the terms of the Exclusive Negotiating Agreement between the Authority and TICD.

Board of Supervisors Approval. The Authority contracts in excess of \$1,000,000 or 10 years require approval by the San Francisco Board of Supervisors. Consequently, approval of this contract amendment by the Authority Board will be subject to further approval by the Board of Supervisors. The Eighth Amendment to the contract was approved by the Authority Board on June 9, 2010.

RECOMMENDATION

Staff recommends approval of the Eighth Amendment to the contract with Contractor based on the following factors:

1. The modification is consistent with the Authority's desire to continue to monitor the Navy's clean-up program to be consistent with civilian reuse of the property and to support the property transfer and master developer negotiations.
2. Maintaining continuity of this oversight at a key point in the Navy's clean up process merits amending the existing contract.
3. The contract modification does not change the fundamental scope of services outlined in the original contract.
4. The funds to pay for the modified contract budget are available via sources identified above.

EXHIBITS

- A. Eighth Amendment to Contract with AMEC

**TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO**

EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT (this "Amendment") is made as of July 1, 2010, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California public benefit municipal corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, a Fifth Amendment dated July 1, 2007, a Sixth Amendment dated July 1, 2008 and a Seventh Amendment dated July 1, 2009.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) **Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2011.

(b) **Appendix A, Services to be Provided by Contractor,** is hereby amended to read as follows:

**Appendix A
Services to be Provided by Contractor**

1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST)

which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the past six years, the Authority has retained the Contractor to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

The Contractor was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, the Contractor has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority provides the Contractor with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the Navy's environmental remediation program.

Since 2003, the Authority has been in on-going discussions with the Navy in pursuit of property transfer for former NSTI. Initially, the Authority intended to enter directly into a Guaranteed Fixed Price contract (GFP) to perform environmental remediation services associated with an Early Transfer agreement. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under the GFP. On June 13, 2007, the Authority terminated the contract with CH2M Hill with the expectation that TICD would hire an environmental engineering firm to perform environmental remediation services associated with an Early Transfer agreement.

Under an Early Transfer, the Navy would not have fully completed the remediation of the property as required by the regulatory agencies, and the Authority would have been required to complete the required remaining environmental response or corrective actions as required by Federal and State regulators. As described above, it was anticipated TICD would perform this work on the Authority's behalf as part of its obligations under the final DDA.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. The Navy has already issued a FOST for a large portion (approximately 170 acres) of the property and has stated they intend to issue a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands by mid- 2011.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the redevelopment activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by Contractor.

The proposed amended scope of services will allow Contractor to continue to oversee the ongoing Navy remediation and assist the Authority with property transfer and master developer negotiations. The proposed 8th Amendment to the contract will fund Contractor's work through June 30, 2011.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by Contractor. Finally, the Authority occasionally may request that Contractor observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

- Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings in San Diego.
- Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.
- Task A.3: Review of technical documents including reports and work plans. Estimate 236 documents.
- Task A.4: Interim data review and preparation of written summary. Estimate = 36 data sets.
- Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.
- Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Property Transfer and Master Developer Negotiations.

Service performed by Contractor under Task B will be similar to those previously envisioned, and will include peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in both its negotiations with the Navy and TICD. Contractor's remaining scope of work for Task B consists of the following:

1. Provide technical support to the Authority throughout the property transfer process with the Navy, and DDA negotiations with TICD, including peer review of documents and work products prepared by the Navy, TICD and their respective environmental consultants. Within this context, Contractor will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority in strategically evaluating remediation, transfer and insurance issues, and reviewing the following: FOST, FOSET, Covenant Deferral Request, ETCA, Consent Agreement, environmental insurance policies, and associated documents in relation to any GFP Contract between TICD and selected contractor;
2. Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.

Scope of Work for Task B

- Task B.1: Technical support in drafting a RFQ for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.
- Task B.2: Technical support in preparation for and at meetings and negotiations with TICD, selected GFP Contractor, Navy and regulators to discuss property transfer issues (preparation, meeting attendance, and documentation of meeting). Estimate = 27 meetings and 26 conference calls
- Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls
- Task B.4: Review of technical documents related to the property transfer, master developer negotiations, GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.
- Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.
- Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(c) **Appendix B, Calculation of Charges**, is hereby amended to read as follows:

Appendix B Calculation of Charges

The total amount of this contract shall not exceed \$1,799,000

Scope of Work for Task A

- Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings held in San Diego).
Budget: \$231,600 (Assumes average cost is \$2200 per meeting in San Francisco, \$4000 per meeting in San Diego).
- Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.
Budget: \$137,700 (Assumes average of \$2000 per meeting and \$350 per conference call)
- Task A.3: Review of technical documents including reports and work plans.
Budget: \$762,700 (Assumes average of \$3200 per document)
- Task A.4: Interim data review and preparation of written summary.
Budget: \$82,000 (Assumes average of \$2000 per data set)
- Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.
Budget: \$22,000 (Assumes average of \$5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: \$112,900 (Assumes approximately -6% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: \$1,348,900

Scope of Work for Task B

Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. **(Completed)**

Budget: \$40,000 (Assumes \$20,000 to support drafting RFQ and \$20,000 for evaluation of bids and selecting a contractor).

Task B.2: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: \$63,100 (Assumes 27 meetings at an average cost of \$2000 per meeting. Assumes 26 conference calls at \$350 per call).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Budget: \$122,000 (Assumes 20 meetings with an average cost of \$4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at \$350 per call).

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Budget: \$115,000 (Assumes average cost is \$5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: \$72,000 (Assumes average cost is \$10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: \$38,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: \$450,100

(d) Section 5, Compensation, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director (the Director), in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **one million seven hundred ninety-nine thousand dollars (\$1,799,000)**. The breakdown of costs associated with this

Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 25, 2009 Schedule of Charges)

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for AMEC Geomatrix, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	\$225 – 350
Senior Decision Analyst	210 – 300
Senior Engineer/Scientist II	190 - 210
Senior Engineer/Scientist I	180
GIS Programmer/Web Designer II	140
Project Engineer/Scientist II	136
Project Engineer/Scientist I	126
Staff Engineer/Scientist II	115
Field Engineer	115
Staff Engineer/Scientist I	105
Senior Technician	90
Field Technician	85
CAD/Graphic Designer	93
Project Assistant	73
Technical Editor	88
Support Staff	65

Specific hourly rates for the primary individual working on the project are as follows:

Gary Foote	\$232.50
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Hourly rates for other AMEC Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	\$232.50
Tom Delfino (Statistics and Decision Analysis)	232.50

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

(e) **Executive Director.** All references in the Agreement to "Executive Director" are hereby amended to be "Treasure Island Redevelopment Project Director."

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Jack Sylvan, Treasure Island Redevelopment
Project Director
On behalf of Treasure Island Development
Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President
AMEC Geomatrix, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 082



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *FOX* Mayor Gavin Newsom *SN*
RE: Amendment to Treasure Island Development Authority Contract with
AMEC Geomatrix, Inc.
DATE: June 15, 2010

Dear Madame Clerk:

Attached for introduction to the Board of Supervisors is the resolution approving an amendment to the contract between the Treasure Island Development Authority and AMEC Geomatrix, Inc. to extend the term through June 30, 2011, and to increase the contract by an amount not to exceed \$180,000 for a new total amount not to exceed \$1,799,000 for environmental consulting services.

I request that this item be calendared in Budget and Finance Committee on July 28, 2010.

Should you have any questions, please contact Starr Terrell (415) 554-5262.

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